

**First Amendment to
Inmate Telecommunications Location Agreement
Between
Pinnacle Public Services LLC and Albany County Government**

THIS FIRST AMENDMENT ("Amendment") is made and entered into on October 1, 2011 ("Amendment Effective Date") by and among **Albany County Government, a body corporate and politic, representing Sheriff's Adult Detention Center**, with a business address at 525 Grand Ave., Suite 101, Laramie, WY 82070 ("Customer"), **Pinnacle Public Services, LLC**, with its principal place of business at 1108 SE 6th Street, Ontario, OR 97914 ("Pinnacle"), and **Telmate LLC**, with its principal place of business at 1096 SE 6th Street, Ontario, OR 97914 ("Telmate").

Recitals

Whereas, Customer and Pinnacle entered into that certain Inmate Telecommunication Location Agreement dated February 16, 2010 (the "Agreement") whereby Pinnacle is obligated to perform certain inmate telephone services at Customer's facilities;

Whereas, the parties wish to modify certain of the terms of the Agreement, while maintaining the rest of it in full force and effect; and

Whereas, the parties wish for Telmate to replace Pinnacle as the party in interest, and for Pinnacle to assign all of its rights and obligations under the Agreement to the related company, Telmate;

Now, therefore, intending to be bound, the parties hereto agree as follows:

Amendment

1) Assignment

- a) Pursuant to Section 12 of the Agreement, Pinnacle hereby assigns all of its rights and obligations in, under and associated with the Agreement to Telmate, effective as of the Amendment Effective Date.
- b) Telmate assumes all of Pinnacles rights and obligations, including all claims and liabilities, in, under and associated with the Agreement, effective as of the Amendment Effective Date.
- c) Customer acknowledges the validity of, and consents to the above stated assignment and assumption of rights and duties, and acknowledges and waives the requirement for thirty (30) days prior notice set forth in Section 12 of the Agreement.

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2) Language Updates

- a) In opening recitals clause, replace "telephone" with "electronic communications".
- b) Throughout the Agreement, replace "equipment" with "Equipment" in all Sections of the Agreement, except in Section 0 [Agreement] replace "Pinnacle's equipment" with "Equipment" and in Sections 3[Commissions] and 7[Maintenance of Equipment] replace "the equipment" or "equipment" with "Telmate's Equipment".
- c) In Section 6, replace "such telecommunication equipment governing all inmate calls" with "Equipment governing all inmate electronic communications"
- d) In Section 2 [Renewal], replace "another one (1) year time period thereafter" with "additional one (1) year time periods thereafter".

3) Operating Guidelines

- a) Customer accepts the Products (defined below) subject to the terms and conditions contained in the Agreement. Customer hereby acknowledge that the distribution and sale of the Products have been and are subject to certain rules and regulations (collectively "Regulations"), including regulations established by the Office of the Comptroller of the Currency (OCC), the United States Office of the Treasury Office of Foreign Assets Control (OFAC), as well as the relevant provisions of the Patriot Act and the Bank Secrecy Act, and Customer agrees to comply with such Regulations. Customer and Telmate both agree with the relevant Regulations described herein. Customer agrees to cooperate with Telmate to the extent necessary to ensure continued compliance with such Regulations. Such cooperation shall include, but is not limited to, access to the data necessary for Telmate and/or its banking sponsor to identify all parties related to cash, credit card, inmate trust or other related transactions related to revenue from sales of prepaid services, trust and/or bail, and revenue being defined as the net of sale price after applicable sales tax, regulatory and compliance surcharges. Customer agrees to help Telmate and/or its banking sponsor to the best of its ability obtain proper identification information on all cardholders when required, screen all cardholders against the OFAC SDN list and to sufficiently monitor card loading and distribution activities. The parties agree to abide by these Regulations and acknowledge that such Regulations are subject to change, and should a material change to these Regulations occur, Telmate agrees to notify Customer of such change. Telmate shall be responsible for ensuring that the Products and the use thereof are compliant with all applicable rules and regulations.
- b) "Products" for purposes of this Amendment, shall include the following:
 - i) Inmate Communication Services
 - ii) Kiosk Products
 - iii) Visitation Products
 - iv) Merchant and Cash Processing Services
 - v) Exit/Debit Card Program(s)
 - vi) Ancillary Fee and Trust Processing

vii) Facility Information System

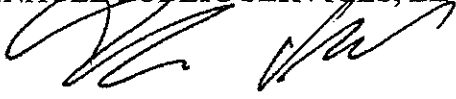
viii) Any and all other products marketed and/or distributed by Telmate for Customer.

4) General

- a) Except as otherwise provided herein, all terms and conditions of the Agreement shall remain in full force and effect as written.
- b) This Amendment shall be governed by the laws of the State of Wyoming.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives.

PINNACLE PUBLIC SERVICES, LLC.

By: 

Name: Kevin O'Neil

Title: President

Date: 11/21/11

TELMATE, LLC.


By: 

Name: Kevin O'Neil

Title: President

Date: 11/21/11

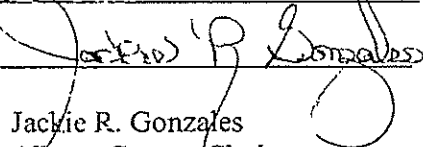
ALBANY COUNTY, WYOMING GOVERNMENT

By: 

Name: Tim Sullivan

Title: Chairman, Albany County Commissioners

Date: 11-15-11

Attest: 

Jackie R. Gonzales
Albany County Clerk

INMATE TELECOMMUNICATION LOCATION AGREEMENT

This Inmate Telecommunication Location Agreement ("Agreement") is made this 16th day of February, 2010, by and between Albany County Government, representing Sheriff's Adult Detention Center ("Customer"), whose address is 420 E Iverson Ave., Laramie, WY. 82070 and Pinnacle Public Services, LLC ("Pinnacle").

WHEREAS, Pinnacle is engaged in the business of operating, vending, and maintaining coin operated and non-coin operated inmate telephone equipment and systems ("Equipment") and,

WHEREAS, Customer desires to utilize the service, expertise, and equipment of Pinnacle.

NOW, THEREFORE, in consideration of the mutual promises and covenants set out herein, Pinnacle and Customer hereby agree as follows:

Agreement. Customer grants to Pinnacle the exclusive right and license to install, maintain, and derive revenue from the use of Pinnacle's equipment located at an incarceration facility commonly known as Albany County Sheriff's Adult Detention Facility ("Facility"), and whose physical address is 420 E. Iverson Avenue, Laramie, Wyoming, 82070.

1. **Term.** The initial term of this Agreement shall be one year and begin on the last date signed by a party below, and shall end on July 31st of each year thereafter. Additional terms will be for a yearly addendum to the contract beginning on August 1st of each year thereafter. The terms and conditions of this agreement shall continue as to any Pinnacle equipment installed at the request of Customer, after the commencement date and prior to the expiration date. If the normal business operation of the facility is interrupted for any reason (for example, due to act of God, an inmate riot, or strike) the expiration of the term of this Agreement shall be extended for a period of time equal to the period of such interruption or stoppage of business operations.

2. **Renewal.** After the one (1) year initial term, this Agreement shall automatically renew for another one (1) year time period thereafter, upon the terms and conditions herein set forth, unless written notice is sent by either party at least sixty (60) days prior to the end of such term.

3. **Commissions.** In consideration for the right to install, maintain, and operate the equipment within the facility, Pinnacle agrees to pay Customer a monthly commission of fifty percent (50%) of the gross revenue generated as a result of collect calls and a monthly commission of fifty percent (50%) of the GROSS REVENUE generated as a result of pre-paid calls made through use of equipment. Pinnacle shall pay such commissions on all calls including Interlata, Interlata, Interstate, Intrastate, Local, and International calls. Such commissions shall be paid by Pinnacle to Customer by check on a monthly basis. Such payment shall be made no later than 45 days following the month in which the revenues were generated from equipment. Said commissions checks will be made payable to Customer and mailed to Customer's address set about above. All such commission payments shall be final

and binding unless written objection thereto is received by Pinnacle from Customer within 30 days of payment by Pinnacle to Customer.

4. **Amount and Location of Equipment.** The exact location(s) of the equipment at Customer's facility shall be as per the mutual written agreement of the parties hereto.

5. **Rates.** The parties to this agreement shall mutually agree on the rates charged for any and all collect calls and any and all prepaid calls made with the use of the equipment. The rates shall be set out in the Schedule A attached to this agreement as if set out in full herein.

6. **Exclusivity.** During the term of this Agreement and during any renewal of this Agreement, Customer grants to Pinnacle the exclusive right and license to install, maintain, and operate such telecommunication equipment governing all inmate calls, including local and long distance, including but not limited to collect calls, debit calls, within any facility owned or operated by Customer. During the term of this Agreement Customer shall not provide to any third party access to the equipment.

7. **Maintenance of Equipment.** During the term of this agreement, Pinnacle will repair and maintain the equipment in good operating condition and shall exclusively maintain the equipment in such condition by furnishing all necessary parts and labor reasonably necessary for the successful operation of the equipment. Pinnacle has the exclusive access to open, adjust, remove, disconnect, repair, replace, or alter the equipment. Customer shall permit employees or contractors of Pinnacle reasonable access in order to provide such service, repair, and maintenance on equipment. Equipment shall remain the sole property of Pinnacle. Upon termination of this Agreement, Pinnacle shall have the right to enter upon the premises to remove the equipment. Customer shall notify Pinnacle of any misuse, destruction, damage, or vandalism to the equipment as soon as practicable. Customer shall exercise reasonable care to prevent damage or destruction of the equipment.

8. **Surveillance.** Pinnacle and Customer realize and agree that the equipment may allow Customer to monitor, eavesdrop, and/or otherwise record inmate's use of the equipment. Customer understands and agrees Pinnacle has made no warranties, express or implied, as to the legality of such monitoring and/or eavesdropping.

9. **Default and/or Termination of Agreement.** If Customer or Pinnacle default in their performance of any obligations hereunder, the non-defaulting party shall notify the defaulting party in writing of such default with specific attention to detail. The defaulting party must cure such default within sixty (30) days from receipt of notice of default. Otherwise the non-defaulting party shall have the right to terminate this Agreement and pursue all legal and equitable remedies available to the non-defaulting party. If any governmental tax, fee, regulation, or tariff, or any other law prevents Pinnacle from providing the services agreed to hereunder or make the continuation of this Agreement economically impracticable then Pinnacle may, at its own discretion, terminate this Agreement without liability. On any termination of this Agreement Customer allows Pinnacle reasonable access to facility in order to remove equipment. Pinnacle agrees to remove their equipment within 30 days after such termination.

10. **Liability Indemnification.** Customer assumes the risk of liability arising from or pertaining to the possession, operation, or use of equipment. Customer shall indemnify and hold Pinnacle harmless from and against any and all claims, costs, expenses, damage, and liabilities, arising from or pertaining to the use, possession, or operation of equipment. Customer shall indemnify Pinnacle against, and hold Pinnacle harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, resulting from, arising out of, or connected with equipment, including without limiting the generality of the foregoing, the manufacture, selection, delivery, possession, use, operation, or return of equipment. Pinnacle does not assume any liability for any acts or omissions of Customer or Customer's agents, or employees. Customer hereby releases Pinnacle and/or agrees to indemnify Pinnacle and hold Pinnacle harmless from any and all claims against Customer of any kind or nature whatsoever, arising out of or resulting from the use and/or operation of the equipment by Customer or the inmates, or prior vendors of the Equipment, including any expenses and attorney's fees which Pinnacle may incur in defending any such claims. Customer shall indemnify and hold Pinnacle harmless from any and all liability, loss, damage, expense, causes of action, suits, claims or judgments arising from injury to person or property resulting from or based upon the actual or alleged use, operation, delivery, or installation of any or all of the equipment or its location or condition, and shall at its own cost and expense defend any and all judgments and fines that may be recovered against Pinnacle in any such action or actions, provided, however, that Pinnacle shall give Customer written notice of any such claim or demand.

11. **Authority.** Customer and Pinnacle warrant and represent to each other they have the authority to enter into this binding Agreement and to bind each other to such Agreement.

12. **Assignment.** Customer may not sell, lease, assign, or otherwise transfer any of the rights or obligations hereunder to a third party without the prior written agreement of Pinnacle. Pinnacle may sell, lease, assign, or otherwise transfer any of its rights or obligations hereunder to any third party on thirty (30) days written notice to Customer.

13. **Notices.** All notices provided for in this Agreement shall be in writing and shall be sent Certified Mail, Return Receipt Requested, to the parties at the addresses set out above or any other address as specified by a party by prior written notice to the other party. Said notice shall be deemed received upon receipt thereof by addressee.


14. **Miscellaneous.** This Agreement shall be construed under and governed by the laws of the State of Wyoming. Proper venue shall only be the courts of Wyoming. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Customer, and Pinnacle, and Pinnacle's successors and assigns. This Agreement cannot be modified other than by written instruments signed by Customer and Pinnacle.

WYOMING GOVERNMENTAL CLAIMS ACT. Notwithstanding other provisions contained in this agreement, no waiver of any immunity or limitation of liability afforded by the Wyoming

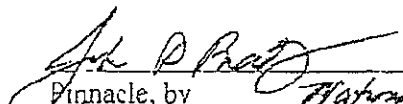
Governmental Claims Act is intended by the parties, and Albany County retains all such immunities and limitations of liability.

DISPUTE RESOLUTION. This agreement shall be interpreted according to the laws of the State of Wyoming. Claims and disputes between the parties if unresolved through good faith efforts by the parties to reach an agreement shall be litigated in District Court or Circuit Court, Second Judicial District, County of Albany, State of Wyoming.

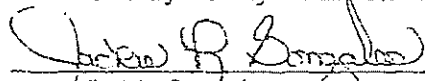
DATED this 16th day of February, 2010.


Customer, by _____
Chairman Tim Sullivan
Albany County Commissioner

DATED this 10 day of March, 2010


Pinnacle, by _____
Duly Authorized Representative

Attest:


Jackie Gonzales
Albany County Clerk

SCHEDULE A

RATES

1. The Local rate for any and all Collect Calls will be \$3.00 for 15 Minutes.
2. The Local rate for any and all Pre-Paid calls will be \$2.50 for 15 Minutes.
3. The Intralata rate for any and all Collect Calls will be \$4.00 for 15 Minutes.
4. The Intralata rate for any and all Pre-Paid calls will be \$3.00 for 15 Minutes.
5. The Interlata rate for any and all Collect Calls will be \$6.00 for 15 Minutes.
6. The Interlata rate for any and all Pre-Paid Calls will be \$4.00 for 15 Minutes.
7. The Interstate rate for any and all Collect Calls will be \$7.50 for 15 Minutes.
8. The Interstate rate for any and all Pre-Paid Call will be \$6.00 for 15 Minutes.